

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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Richard A Leslie Co., Inc.,

Plaintiff,

v.

Birdie, LLC, and Golfsmith International
Holdings, Inc.,

Defendants.
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DECLARATION OF NEIL
MARCUS

07-cv-5933 (LAK)


I, Neil Marcus, hereby declare the following:

1. I am owner of Hollywood Screenprinting, Inc., a New York corporation. Prior to the formation of Hollywood Screenprinting, Inc. in 1999, I was owner of ZYX Printing Inc. Each of my companies is/was a custom screenprinter and embroiderer. These companies provide custom screenprinted and embroidered clothing items as ordered by their customers.
2. From sometime in approximately 1989 until the present time, I have been a customer of Richard A. Leslie Co., Inc.
3. I purchase from Richard A. Leslie Co., Inc. fleeces and jackets, including golf fleeces and jackets, for resale to my customers. I apply custom screenprinting and/or embroidery on these fleeces and jackets for my customers.
4. Each of the golf fleeces and jackets I purchase from Richard A. Leslie Co., Inc. includes a label bearing the mark "Birdie". I do not remove or alter these labels in any way. My customers receive the fleeces and jackets with the "Birdie" labels intact.
5. My clients order custom embroidered golf fleeces and jackets for golf related

events, among other events. I sell approximately 10 to 15 golf related events each year, each of which typically includes 100 to 200 units.

6. I refer to Richard A. Leslie Co., Inc. as "Birdie" and have always considered Richard A. Leslie Co., Inc. to be the "Birdie" company. I make checks payable to "Birdie" and believe I have never made a check payable to "Richard A. Leslie Co., Inc."

I swear under penalty of perjury that the foregoing is true and correct, except as to those statements made upon information and belief, which I believe to be true and correct.


Neil Marcus

Date: 9/5/07